

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cardo Medical, Inc., a Delaware Corporation		04/04/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Altus Partners, LLC		
Street Address:	5149 West Chester Pike		
City:	Newtown Square		
State/Country:	PENNSYLVANIA		
Postal Code:	19073		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3107213	VERTEBRON	
CORRESPONDENCE DATA			
Fax Number:	(215)575-7200		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Email:	tmconfirm@dilworthlaw.com		
Correspondent Name:	John W. Goldschmidt, Jr.		
Address Line 1:	1500 Market Street, Suite 3500 E		
Address Line 4:	Philadelphia, PENNSYLVANIA 19102		
ATTORNEY DOCKET NUMBER:	CARDO MEDICAL, INC. TM		
NAME OF SUBMITTER:	John W. Goldschmidt, Reg. No. 34,828		
Signature:	/John W. Goldschmidt, Jr./		
Date:	04/07/2011		

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Total Attachments: 9

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INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT is made and entered into this 4th day of April, 2011, by **Cardo Medical, Inc.**, a Delaware corporation ("Cardo Medical"), **Cardo Medical, LLC**, a Delaware limited liability company (collectively with Cardo Medical, the "Assignor"), in favor of **Altus Partners, LLC**, a Delaware limited liability company ("Assignee"). Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in that certain Asset Purchase Agreement dated as of **April 4, 2011**, by and among Assignor and Assignee, (the "Asset Purchase Agreement").

WHEREAS, Assignor is the owner of certain Intangible Property, including, without limitation, the patents and patent applications set forth in Schedule A attached hereto and the trademarks and trademark registrations set forth in Schedule B attached hereto;

WHEREAS, pursuant to the Asset Purchase Agreement, among other things, Assignor agreed to sell, and Buyer agreed to purchase, certain assets of Assignor, including but not limited to the Intangible Property set forth on Schedule A and Schedule B hereto, as described and defined therein;

WHEREAS, it is a condition to the Closing of the Asset Purchase Agreement that Assignor enter into this Intellectual Property Assignment to transfer to Assignee all of the Intangible Property of Assignor included in the Purchased Assets (the "Purchased Intangible Property");

WHEREAS, Assignee desires to purchase or acquire all of Assignor's right, title and interest in and to the Purchased Intangible Property; and

NOW, THEREFORE, in consideration of the recitals, and the mutual representations, warranties, covenants and agreements set forth in this Agreement, the execution of the Asset Purchase Agreement, the payment of the consideration stipulated in the Asset Purchase Agreement which Assignee has paid in accordance with the Asset Purchase Agreement, and which payment Assignor admits and acknowledges has been made by Assignee, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Definitions. All capitalized terms used but not defined herein shall have the meanings set forth in the Asset Purchase Agreement.

2. Assignment of Purchased Intangible Property. Assignor hereby sells, assigns, transfers and sets over to Assignee, and Assignee hereby accepts from Assignor, all right, title and interest in and to all of said Purchased Intangible Property (except as expressly identified as an Excluded Asset) and all rights which the Assignor has enjoyed thereunder both in the United States of America and throughout all countries of the world, including any and all rights of recovery based on past and future infringement of said Purchased Intangible Property, including but not limited to the right to sue and collect damages and profits, the same to be held and enjoyed by the said Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, forever and to the full end of the terms thereof.

3. Assignment of Patents and Patent Applications.

Without limiting the foregoing, Assignor hereby sells, assigns, transfers and sets over to Assignee, and Assignee hereby accepts from Assignor:

a. All right, title and interest in and to all inventions, discoveries, patents and patent applications used exclusively or held for use exclusively in connection with the Business, including but not limited to the patents and patent applications set forth in Schedule A (collectively the "Patents");

and

b. The right to apply for registrations and to sue and collect damages and/or profits for both past and present infringements of, or other causes of action related to, the Patents;

4. Assignment of Copyrights.

Without limiting the foregoing, Assignor hereby sells, assigns, transfers and sets over to Assignee, and Assignee hereby accepts from Assignor:

a. All right, title and interest in and to all copyrights, and applications and registrations therefore, used exclusively or held for use exclusively in connection with the Business, (collectively the "Copyrights"); and

b. The right to apply for registrations and to sue and collect damages and/or profits for both past and present infringements of, or other causes of action related to, the Copyrights.

5. Assignment of Trademarks.

Without limiting the foregoing, Assignor hereby sells, assigns, transfers and sets over to Assignee, and Assignee hereby accepts from Assignor:

a. All right, title and interest in and to all trademarks, service marks and tradenames, applications and registrations therefore, and the goodwill related thereto, used exclusively or held for use exclusively in connection with the Business, including but not limited to the trademark applications and registrations set forth in Schedule B, together with the goodwill associated therewith (collectively the "Trademarks"); and

b. The right to apply for registrations and to sue and collect damages and/or profits for both past and present infringements of, or other causes of action related to, the Trademarks.

6. Assignment of Trade Secrets and Remaining Intellectual Property Rights.

Without limiting the foregoing, Assignor hereby sells, assigns, transfers and sets over to Assignee, and Assignee hereby accepts from Assignor:

a. All right, title and interest in and to any and all trade secrets and other Purchased Intangible Property (whether or not a trade secret) used exclusively or held for use exclusively in connection with the Business, including but not limited to all electronic and paper records, operating procedures, processes, know-how, manuals, device history records and related quality system documentation for manufacture and traceability of the products, designs, drawings, and other information and documentation related thereto, in each case used exclusively or held for use exclusively in connection with the Business (collectively the "Remaining Intellectual Property Rights"); and

b. The right to apply for patents and other grants and registrations, and to sue and collect damages and/or profits for both past and present infringements of, or other causes of action related to, the Remaining Intellectual Property Rights.

7. Assignor shall execute and deliver to Assignee such other instruments of sale, transfer, conveyance, assignment and confirmation and take such other action to register, evidence, perfect and/or exercise the rights conveyed hereunder, as may be reasonably requested by Assignee.

8. All the terms, covenants and conditions in this Intellectual Property Assignment shall be binding upon Assignor and its successors and assigns and all others acting by, through, with or under its direction, and all those in privity therewith, and shall inure to the benefit of Assignee and its successors and assigns or nominees.

9. Assignor, for itself and its successors and assigns hereby covenants that Assignor has not and will not execute any instrument or grant or transfer any rights or interests inconsistent with the rights and interests granted herein. Notwithstanding the foregoing, in the event of any conflict between the terms of this Intellectual Property Assignment and the Asset Purchase Agreement, the terms and provisions of the Asset Purchase Agreement shall prevail.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has executed this Intellectual Property Assignment, under seal, as of the day and year first above written.

EXECUTED, at Portland, Oregon, U.S.A., this 4th day of April 2011.

ASSIGNOR:

Witness:

Ashley Brooks
Name: Ashley Brooks

CARDO MEDICAL, INC.

By: Andrew Brooks

Name: Andrew Brooks

Title: CEO

Witness:

Ashley Brooks
Name: Ashley Brooks

CARDO MEDICAL, LLC

By: Andrew Brooks

Name: Andrew Brooks

Title: CEO

Witness:

Name: _____

ASSIGNEE:

ALTUS PARTNERS, LLC

By: _____

Name: _____

Title: _____

Signature Page to Intellectual Property Assignment

IN WITNESS WHEREOF, Assignor has executed this Intellectual Property Assignment,
under seal, as of the day and year first above written.

EXECUTED, at _____, U.S.A., this 4th day of April 2011.

ASSIGNOR:

CARDO MEDICAL, INC.

Witness:

Name: _____

By: _____

Name: _____

Title: _____

Witness:

Name: _____

CARDO MEDICAL, LLC

By: _____

Name: _____

Title: _____

Witness:

Name: _____

Mark Bartosh
Name: Mark Bartosh

ASSIGNEE:

ALTUS PARTNERS, LLC

By: _____

Name: _____

Title: _____

Michael A. Fitzgerald
Name: Michael Fitzgerald
Title: Manager

Signature Page to Intellectual Property Assignment

**SCHEDULE A
TO
INTELLECTUAL PROPERTY ASSIGNMENT**

Patents And Patent Applications

Page 1 of 3

Title of Invention	Filing Date	Date of Patent	United States Patent/ Application Number	
Anterior Lumbar Interbody Fusion Implant and Method for Fusing Adjacent Vertebrae	April 24, 2000	January 29, 2002	6,342,074	INC
Cam Action Vertebral Spreader	August 6, 2001	March 23, 2004	6,709,438	INC
Dynamized Vertebral Stabilizer Using and Outtrigger Implant	January 13, 2003	January 27, 2004	6,682,530	INC
Method and Apparatus for Dynamized Spinal Stabilization	May 1, 2001	November 11, 2003	6,645,207	INC
Method and Apparatus Utilizing Interference Fit Screw Shanks for Nonmetallic Spinal Stabilization	October 15, 2001	February 24, 2004	6,695,845	INC
Method and Device for Using Extended Interference Fit Screw Shanks for Spinal Stabilization	February 25, 2002	September 12, 2006	7,104,991	INC
Method and Device Utilizing Tapered Screw Shanks for Spinal Stabilization	November 20, 2001	December 2, 2003	6,656,181	INC
Method Utilizing Chemical Bonding to Improve the Bone Screw Fixation Interface	December 27, 2001	December 23, 2003	6,666,870	INC
Vertebral Distraction Stabilizer	January 2, 2002	December 16, 2003	6,663,637	INC

Title of Invention	Filing Date	Date of Patent	United States Patent/ Application Number	
Combination Disc Cutter and Spinal Vertebral Spreader	October 25, 2000	June 4, 2002	D458,372	INC
Absorbable Threaded Bone Cage Implant	September 15, 2003	July 11, 2006	D524,941	INC
Bioabsorbable Structural Interbody Vertebral Implant	July 22, 2003	November 2, 2004	D497,993	INC
Vertebral Implant for Bone Fixation or Interbody Use	April 18, 2003	TBA	10/419,011	INC
Fastener Retention System	October 27, 2003	April 28, 2009	7,524,325	INC
Spinal Stabilization Using Bone Anchor Seat and Cross Coupling with Improved Locking Feature	February 23, 2006	September 29, 2009	7,594,924	LLC
Method and Apparatus for Bone Stabilization	March 21, 2006	June 1, 2010	7,727,260	LLC
Modular Motion Preservation Artificial Spinal Joint Assembly	October 31, 2003	October 19, 2010	7,815,679	INC
Methods and Apparatus for Vertebral Stabilization Using Sleeved Springs	January 4, 2006	July 7, 2009	7,556,639	LLC
Ball and Socket Intervertebral Disc Replacement Device with Keyed Surfaces Assembly	March 16, 2006	July 13, 2010	7,753,957	LLC
Vertebral Facet Stabilizer	May 30, 2006	TBA	11/443,425	LLC
Vertebral Stabilization Using Flexible Rods	July 21, 2005	TBA	11/186,699	LLC

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Title of Invention	Filing Date	Date of Patent	United States Patent/ Application Number	
Methods and Apparatus for Providing a Retainer for a Bone Stabilization Device	March 4, 2009	TBA	12/397,935	LLC
Spinal Stabilization using Bone Anchor and Anchor Seat with Tangential Locking Feature	February 23, 2006	TBA	11/360,708	LLC
Center Locking Cross-Connector with Eccentric Cam Rod Engagement	March 6, 2006	TBA	11/369,122	INC
Cervical Motion Preservation Device	January 23, 2006	TBA	11/337,418	INC
Dynamic Intervertebral Spacer Assembly	March 31, 2006	TBA	11/395,945	INC
Orthopedic Rod System	October 27, 2003	TBA	10/693,698	INC.
Vertebral Motion Preservation Device with Improved Rotational Motion	February 22, 2005	TBA	11/062,512	INC..
Intervertebral Disc Replacement Device	July 18, 2006	TBA	11/448,817	LLC

Schedule A - Page 3 of 3

**SCHEDULE B
TO
INTELLECTUAL PROPERTY ASSIGNMENT
TRADEMARKS**

United States Trademark Registrations in the Name of Assignor

<u>Trademark</u>	<u>Registration No.</u>	<u>Date of Registration</u>
VERTEBRON	3,107,213	June 20, 2006